

FOR SALE

PROPERTY OF THE STATE OF MARYLAND

Department of Public Safety and Correctional Services

Written Bids to be received by close of business:
October 31, 2006

Bid No.: RPD 8325A

3.067 +/- acres of land
unimproved
Part of a Larger Tract
Deed 178/119 & 178/116 (subject to survey)
East side of Old Dorsey Run Road & West side
of Dorsey Run Road & South of Giant Drive
Jessup, Maryland 20794
Tax Map: 48 Parcel: 128
County: Howard

Department of General Services
Office of Real Estate
Land Acquisition and Disposal Division
300 W. Preston St, Room 601
Baltimore, Maryland 21201

INVITATION FOR BIDS
3.067 +/- acres of land
unimproved
Part of a larger tract
Deed 178/119 & 178/116 (subject to survey)
East side of Old Dorsey Run Road & West side of Dorsey Run Road & South of Giant Drive
Jessup, Maryland 20794
Tax Map: 48 Parcel: 128
County: Howard
Hatched area of Exhibit A

PURPOSE AND INTENT

The State of Maryland to the use of the Department of Public Safety and Correctional Services, "the State" is offering the following property for sale on the terms and conditions set forth in this Invitation for Bids. Bids are for the purchase of the property made under the terms and conditions outlined in this Invitation for Bids ("Invitation"). All bids submitted must be in compliance with and subject to the provisions of this Invitation. The term "Invitation" as used herein refers to the foregoing Invitation for Bids and the instructions herein that follow, and incorporating by reference the following documents attached hereto:

1. Special Terms of Sale
2. General Conditions
3. Bid Form

all as may be modified and supplemented by any amendment that may be issued prior to the time fixed in the Invitation for the opening of bids.

INSTRUCTIONS TO BIDDERS

Invitation for Bids: Bids for the purchase of the Property must be received by 3:00 PM October 31, 2006 (said date and time being collectively the "Bid End Date"). Bids will be opened after the Bid End Date. This Invitation and all bids submitted must be in compliance with and subject to the provisions of this Invitation. The Maryland Department of General Services has been authorized by Title 10-305, et seq. of the State Finance and Procurement Article of the Annotated Code of Maryland to negotiate a disposition price on "the Property" as hereinafter defined, subject to the approval of the State of Maryland Board of Public Works ("BPW").

Bid Price. The State seeks to obtain the maximum value for the Property and reserves the right to reject any and all bids. The State bases its determination upon information from an appraisal of the Property that will not be available to prospective bidders. In many instances, there is a significant difference between the assessed value, appraised fair market value and the selling price of similar properties. The minimum bid for this property is: \$990,000.00. Bids to purchase must be on a cash basis only. No credit terms are available.

Bid Deposit. Each bid must be accompanied by a bid deposit in the form of a certified check, cashier's check or bank/postal money order, payable to the order of "The State of Maryland/Insert your name", in an amount designated below, so that either the State or the bidder, if unsuccessful, may negotiate the draft (the "Bid Deposit").

Failure to provide the Bid Deposit will result in rejection of the bid. Upon acceptance of a bid, the appropriate Bid Deposit of the successful bidder will be applied toward payment of the Purchaser's obligation to the State of Maryland. No interest will accrue on the Bid Deposit.

<u>Property Location</u>	<u>Bid Deposit</u>
East side of Old Dorsey Run Road & West side of Dorsey Run Road & South of Giant Drive, Jessup, Maryland 20794	\$25,000.00

Bid submission.

Bids must be submitted to:

Department of General Services
Office of Real Estate
Land Acquisition and Disposal Division
300 W. Preston St. Room 601
Baltimore, Maryland 21201

If you wish to hand deliver a bid, enter the 300 W. Preston St. building and the receptionist will call (410) 767-4330 to direct you to the appropriate location to deliver the bid.

Bid Form.

- a. Bids must be submitted on the Bid Form accompanying this Invitation, and all information and certifications called for thereon must be furnished. Bids submitted in any other manner or which fail to furnish all information or certifications required may be summarily rejected as non-responsive.
- b. Bids will be filled out legibly with all erasures, strike overs, and corrections initialed by the person signing the bid and the bid must be manually signed.
- c. Negligence on the part of the bidder in preparing the bid confers no right for withdrawal or modification of the bid after it has been opened.
- d. In submitting a bid, only return the Bid Form. Retain all other documents, including one copy of the Bid Form, for your record.
- e. Additional bid forms are available from the State of Maryland Department of General Services Office of Real Estate or at the DGS website at www.dgs.state.md.us (then click Office of Real Estate). Forms in the Invitation for Bids may be photocopied.

Bid Envelopes. Envelopes containing bids must be sealed and addressed as designated above. **The name and address of the bidder must be shown in the upper left corner of the bid envelope, the invitation number, and the phrase “Bid for Real Property” must be shown in the lower left corner of the envelope.** No responsibility will attach to any officer of the State for the premature opening of or failure to open a bid not properly addressed and identified.

Bid Executed on Behalf of Bidder. A bid executed by an attorney or agent on behalf of the bidder must be accompanied by an authenticated copy of his/her Power of Attorney or other evidence of authority to act on behalf of the bidder.

- a. **Corporation.** If the bidder is a corporation, the corporation must be registered and in good standing with the Maryland State Department of Assessment and Taxation ("SDAT"). A certificate of good standing from SDAT must accompany the bid submission. The bid must be signed by the President or a Vice President of the corporation, or must be accompanied by Corporate Resolutions signed by the secretary of the corporation granting authority to the individual signatory to execute the bid on behalf of the corporation.
- b. **General Partnership.** If the bidder is a general partnership the bid must be signed by all the partners, or be accompanied by a statement signed by all the partners that the signatory (s) has authority to execute the bid on behalf of the partnership.
- c. **Limited Partnership.** If the bidder is a limited partnership, the limited partnership must be registered and in good standing with SDAT. The bid must be signed by the General Partner. The State reserves the right to require evidence of the authority of the signatory.
- d. **Limited Liability Company.** If the bidder is a limited liability company, the limited liability company must be registered and in good standing with SDAT. The bid must be signed by the Authorized or Managing Member. The State reserves the right to require evidence of the authority of the signatory.
- e. **Other Business Entity.** If the bidder is a business entity other than one of those listed above, it must be registered and in good standing with SDAT if required to under law, and the bid must be signed by duly authorized for that type of business entity. The State reserves the right to require evidence of the authority of the signatory.

Bid Openings. Bids are opened after the Bid End Date.

Continuing Offers. Each bid received will be deemed to be a continuing offer after the date of the bid for 45 calendar days, unless the bid is accepted or rejected by the State before the expiration of the 45 calendar days. If the State desires to accept any bid after the expiration of the 45 calendar days, the consent of the bidder will be obtained prior to such expiration.

Responsive Bid Defined. A bid received from a bidder whose is a Responsive Bid, and shall be included in the pool from which the Accepted Bid is chosen. The insertion of any contingencies or conditions by a bidder shall make the bid non-responsive, and shall be rejected. Further, the State reserves the right to reject any and all bids at any time for any reason.

Accepted Bid Defined. The Responsive Bid that is most advantageous to the State, in terms of price, will be the Accepted Bid. In the event two or more Responsive Bids are received that are equal in all respects, the selection will be made by a drawing by lot limited to such equal Responsive Bids.

Notice of Acceptance or Rejection. Notice by the State of acceptance or rejection of a bid will be deemed to have been sufficiently given when mailed to the bidder, or his/her duly authorized representative, at the address indicated in the bid. The State's processing of a bid deposit will not, in itself, constitute acceptance of the bidder's offer. The State reserves the right to reject any or all bids or portions thereof.

Date of Bid Acceptance. The Date of Bid Acceptance shall be deemed to be the date upon which the State decides which bid is the Accepted Bid, which date shall be within two (2) working days after the Bid End Date.

Return of Bid Deposits. All bid deposits will be held until the Date of Bid Acceptance. The bid deposits of all unsuccessful bidders will be mailed out within five (5) working days from the Date of Bid Acceptance.

Additional Information. The State, at the address given in this Invitation, will, upon request, provide additional copies of this Invitation, and answer requests for additional available information concerning the Property to facilitate preparation of bids. Each bid submitted will be deemed to have been made with full knowledge of all terms, conditions and requirements contained in this Invitation.

Waiver of Informalities or Irregularities. The State may, at its election, waive any minor informality or irregularity in bids received.

Summary of Telephone Numbers.

Verification of Bids Receipt and Directions: (410) 767-4330
General inquiry Joel Matz 410-767-1262

INVITATION FOR BIDS

SPECIAL TERMS OF THE SALE

AGREEMENT OF SALE The Invitation for Bids, and the Accepted Bid, shall constitute an Agreement of Sale (hereinafter referred to as the “Agreement”) between the successful bidder (hereinafter sometimes referred to as the “Purchaser”) and the State, to be succeeded only by the formal instruments of transfer, unless modified in writing and signed by both parties. No oral statements or representations made by, or for, or on behalf of either party will be a part of such agreement.

THE STATE AND PURCHASER ACKNOWLEDGE THAT, TO BE EFFECTIVE, THIS AGREEMENT MUST BE PRESENTED TO THE BOARD OF PUBLIC WORKS FOR APPROVAL AND WILL BE BINDING UPON THE STATE ONLY IF APPROVED AND EXECUTED BY THE BOARD OF PUBLIC WORKS.

PROPERTY DESCRIPTION The site contains 3.067 +/- of unimproved land, more or less (hereinafter referred to as the “Land”) the general location which is shown by the hatched area of Exhibit A, attached hereto and made a part hereof. The Land is hereinafter collectively referred to as the “Property”.

The Property is further described as follows:

Being part of a larger tract obtained by the State by virtue of 2 deeds, dated April 30, 1943 and recorded among the Howard County land records in Liber 178, folio 119 and Liber 178, folio 116.

**East side of Old Dorsey Run Road & West side of Dorsey Run Road north of Giant Drive
Jessup, Maryland 20794**

Tax Map: 48 Parcel: 128

County: Howard

Description of the Property for purposes of conveyance of title will be established by the Purchaser’s survey as required by the Survey Section of this Special Terms of the Sale, and is subject to review by the Office of the Attorney General.

Reserving to the State the easement and rights described in the Section entitled Easements to be Reserved by the State.

SURVEY A survey plat and metes and bounds description of the Property to be conveyed and any easement areas to be retained by the State shall be obtained by the Purchaser, at Purchaser's sole expense, from a licensed Maryland surveyor not less than twenty (20) days prior to Closing, as defined in the General Conditions. Such survey and description must be reviewed and approved by the Office of the Attorney General. Any property plats, including but not limited to Exhibit A, attached to this Invitation are for informational purposes only and not to be used with legal conveyance documents for recording.

EASEMENTS TO BE RESERVED TO THE STATE None

TITLE AND DOCUMENTATION AT CLOSING The Property was acquired by virtue of the 2 following deeds: (1) Deed dated April 30, 1943 from William G. Walsh to the State of Maryland to the use of the Board of Correction recorded in the Howard County land records in Liber 178, Folio 119. (2) Deed dated April 30, 1943 from Ella Walsh to The State of Maryland, to the use of the Board of Correction recorded in the Howard County land records in Liber 178, Folio 116. The Department of Public Safety and Correctional Services being the successor in interest to the Board of Correction. The above information is believed to be correct but must be confirmed in the purchaser's survey and title examination.

At Closing, as defined in the General Conditions, the State, shall execute a Special Warranty Deed for the Property, which shall convey fee simple title to the Property to the Purchaser subject to any and all existing easements, rights of way, reservations and servitudes, whether of record or not as of the date of this Invitation. In the event that the State is unable to provide good and merchantable title or such as can be insured by a Maryland licensed title company, State, at State's expense and within thirty (30) days after the Closing date, shall have the option of curing any defect so as to enable State to give good and merchantable title as described above. In the event the State cannot cure any and all title defects within the stipulated time the State shall have the option to terminate this Agreement, in which event the State shall return to the Purchaser the Purchaser's Bid Deposit. In the event that this Agreement is terminated for failure of the State to be able to provide good and merchantable title, free of liens and encumbrances, this Agreement shall be null, void and of no further effect, and there shall be no further liability or obligation on either of the parties hereto, except as otherwise provided herein.

GENERAL CONDITIONS

CONDITION OF PROPERTY Except as otherwise provided in this Agreement, in the deed of conveyance or in other documents to be delivered at Closing, the Property is being sold and conveyed on an “AS IS, WHERE IS” basis. The State hereby disclaims any warranty, guaranty or representation, express or implied, oral or written, past, present or future, as to or concerning: (a) any condition arising in connection with any generation, use, transportation, storage, release, existence of, or disposal of hazardous substances, on and under, above, upon or in the vicinity of the Property, or any other aspect of the nature or condition of the Property such as water, soil and geology, (b) the suitability or fitness of the Property for any and all activities and uses which the Purchaser may elect to conduct thereon; (c) the compliance of the Property or its operation with any applicable laws, ordinances or regulations of any government or other body, including without limitation, compliance with any land use, wetland or zoning law or regulation, or applicable environmental laws, rules, ordinances and regulations; (d) the physical condition or state of repair of the Property, including without limitation, the structural, mechanical and engineering characteristics of the improvements to the Property; and (e) the existence or non-existence of or extent of any right-of-way, restriction, covenant, or other encumbrance affecting the Property. No claim for any allowance or deduction in the bid price due to a bidder's lack of knowledge with respect to the Property will be considered after the bid opening. The Purchaser acknowledges that it shall accept the Property in “AS IS” physical condition on the date of Closing. The description(s) of the Property set forth in this Invitation and any other information provided herein with respect to the Property are based on information available to the State are believed to be correct, but any error or omission, including but not limited to the omission of any information available to the State, will not constitute grounds or reasons for nonperformance of this Agreement by the Purchaser, or claim by Purchaser for allowance, refund or deduction from the Purchase Price (hereinafter defined), and any failure of the Purchaser to perform due to errors or omissions by the State in the description of the Property shall constitute a breach of agreement and be subject to the remedies set forth in the Breach of Agreement and Default provision of this Agreement.

INSPECTIONS AND TESTING The State will not conduct and/or pay for any expense of the following inspections, tests or services: (1) land surveying, (2) testing or pumping septic/leachfield systems, (3) testing, pumping, or removal of underground fuel storage tanks (if any), (4) termite inspection, (5) testing for asbestos, (6) domestic water quality test, (7) appraisals, and (8) environmental testing. If any bidder or the Purchaser desires these services or inspections, they are to be performed at the bidder's the Purchaser's expense and shall be of a visual, non-invasive nature, unless otherwise agreed upon by the State in writing.

ZONING Verification of the present zoning and determination of permitted uses thereunder, along with compliance of the Property for present or proposed future use, will be the responsibility of the Purchaser and the State makes no representation in regard thereto.

REAL ESTATE FEES The State represents and warrants that it has not used the services of any real estate broker, agent, or finder in connection with this Agreement or the sale of the Property. The State will not pay any brokerage commissions or fees. Any brokerage, finder fees or commissions in connection with the sale of the property shall be at the sole cost and expense of the bidder and/or Purchaser.

PURCHASE PRICE AND TENDER OF PAYMENT The purchase price shall be the Accepted Bid price made by Purchaser (“Purchase Price”). The Deposit (hereinafter defined) shall be credited toward the Purchase Price at Closing. Payment of the balance of the Purchase Price shall be paid by the purchaser to the State by certified or cashier's check at Closing.

CLOSING The consummation of the transactions contemplated in this Agreement (the “Closing”), shall take place at a date, time and place as agreed upon by the parties but shall occur no later than 180 days from the date of acceptance of purchasers bid. The State of Maryland reserves the right to extend the closing date for a reasonable amount of time for purposes of obtaining approvals or preparing conveyance documents.

DELAYED CLOSING The Purchaser will pay interest on the outstanding balance of the Purchase Price if the Closing is delayed, and the delay is caused, directly or indirectly, by the Purchaser's action and not by any action on the part of the State. The interest rate will be computed based on the “Prime Rate” as quoted in the Money Rates Section of *The Wall Street Journal* on the Date of Bid Acceptance. The State reserves the right to refuse a request for extension of the Closing date.

CLOSING COSTS The Purchaser shall be solely responsible for the costs and expense in connection with acquisition and Closing, including but not limited to the following: (1) title search and Closing fees, (2) notary fees, (3) title insurance binders and premiums, (4) lender fees related to financing obtained by the Purchaser, (5) state or county transfer and recordation taxes and other costs imposed upon the recordation of the deed to the Property, (6) real estate taxes due upon the recordation of the deed to the Property, (7) any attorney fees, brokerage fees, commissions, or finder fee's incurred by the Purchaser, and (8) agricultural transfer taxes.

ADJUSTMENTS AS OF CLOSING All real estate taxes and personal property taxes for the then current year levied or assessed with respect to the Property shall be prorated on a daily basis and adjusted between the parties as of the Closing or the date of possession by the Purchaser, whichever first occurs. Purchaser shall pay any and all such taxes which are due for the current tax year at or prior to Closing.

The State shall have the meters for gas, water, electric and any other measured utilities read not more than five (5) working days before Closing. State shall close any and all existing utility accounts serving the Property by or before Closing. Sewer and other utilities shall be prorated on a daily basis and adjusted as of Closing. There shall be no adjustment for fuel left on-site.

Each metropolitan district, front-foot benefits, water or other charges levied or assessed against any and all of the Property by any public or quasi-public authority shall be apportioned on a per diem basis between the Purchaser and the State and as of Closing, or, if applicable law shall otherwise provide, paid in accordance with that applicable law.

The provisions concerning taxes, assessments and utility charges set forth above shall not merge with or into and shall survive delivery of the deed at Closing.

BREACH OF AGREEMENT AND DEFAULT If the Purchaser defaults in any of the terms, provisions, covenants or agreements to be performed by the Purchaser under this Agreement, the State may, at its sole option: 1) retain the bid deposit as liquidated damages; 2) return the bid deposit to the purchaser; or 3) sue the purchaser for specific performance or monetary damages. The rights and remedies set forth in this paragraph are cumulative and shall be in addition to any other remedies equitable or legal the State may be permitted by law or in equity or established in this Agreement.

If this Agreement is accepted by the State and: (1) the State fails for any reason to perform its obligation as set forth herein; or (2) title does not transfer or vest in the Purchaser for any reason although the Purchaser is ready, willing, and able to close, the State will promptly refund to the Purchaser all amounts of money Purchaser has paid, without interest, whereupon the State will have no further liability to the Purchaser.

REVOCATION OF BID In the event of revocation of a bid after the opening of bids but prior to Date of Bid Acceptance, the deposit, together with any payments subsequently made on account, may be forfeited at the option of the State, and the State may avail itself of any other rights it may have by law or in equity.

ASSIGNMENT This Agreement, or any obligation, right, title, interest, estate or remedy thereunder may not be assigned by the Purchaser, without the prior written consent of the State, and in each instance and any attempt so to do shall be a breach of this Agreement and void.

BPW APPROVAL The Purchaser and State agree that this Agreement is not effective, and shall not be binding on the parties hereto, until approved and executed by the BPW. Notwithstanding any other provision herein to the contrary, Purchaser shall have no right to institute any action or proceeding to compel i) presentation of this Agreement to the BPW for approval or ii) approval of this Agreement by the BPW.

DATE OF THIS AGREEMENT The date of this Agreement shall be the date upon which it is approved and executed by the BPW.

SEVERABILITY No determination by any court, governmental or administrative entity or otherwise that any provision of this Agreement or any amendment hereof is invalid or unenforceable in any instance shall affect the validity or enforceability of (a) any other such provision, or (b) such provision in any circumstance not controlled by such determination. Each such provision shall be valid and enforceable to the fullest extent allowed by, and shall be construed wherever possible as being consistent with, applicable law.

ENTIRE AGREEMENT This Agreement shall be binding upon the parties hereto and their respective personal representatives, successors and assigns. This Agreement contains the entire understanding between the parties hereto and there are no agreements, understandings, representations or warranties between the parties except as set forth in this Agreement. This Agreement can only be amended in writing and executed by both parties hereto.

SURVIVAL AND BENEFIT This Agreement will bind upon and inure to the benefit of the parties hereto and their respective personal representatives/successors and assigns, as permitted hereunder.

POSSESSION Possession of the Property will given to Purchaser at the time of Closing. The Purchaser agrees to assume possession with all attendant rights and responsibilities. The conveyance document will be made effective the date possession is granted. If the Purchaser fails to take actual possession, the Purchaser will be charged with having taken constructive possession. The word possession will mean either actual physical possession or constructive possession.

RISK OF LOSS Risk of loss will be borne by State until legal title has passed or possession given, which ever shall first occur. If prior to the time that legal title has passed or possession given to the Purchaser, whichever shall first occur, all or a substantial part of the property is destroyed or damaged, the State shall have no obligation or responsibility to repair or restore the Property, but may, at its sole option elect to repair or restore the Property. In the event the State chooses not to repair or restore the Property to a condition equal to or better than the condition of the Property at the Date of Bid Acceptance, then the Purchaser may at its sole option terminate this agreement, in which event the State shall return to the Purchaser all deposit monies and there shall be no further liability or obligation on either of the parties hereto.

OUTSTANDING DEBTS TO THE STATE. If the Purchaser shall be delinquent with any debts owed to the State, such debts shall be paid in full prior to Closing.

INVITATION FOR BIDS
BID FORM

BID NO.: RPD 8325A

PROPERTY: East side of Old Dorsey Run Road
& West side of Dorsey Run Road & South of Giant
Drive, Jessup, Maryland 20794

BID FOR PURCHASE OF THE STATE OF MARYLAND PROPERTY

TO: The State of Maryland
Department of General Services Office of Real Estate
300 W. Preston St. Room 601
Baltimore, Maryland 21201

SUBJECT TO: the terms and conditions of the Invitation for Bids, including
Instructions to Bidders, Invitation for Bids Special Terms of the Sale,
General Conditions, and the Bid Form, all of which are incorporated
as part of this bid. The undersigned bidder hereby offers and agrees,
if this bid is accepted, to purchase the identified property at the bid
price entered below pursuant to the closing section in the Invitation
for Bids.

The initial bid must be accompanied by a bid deposit. The deposit amount is listed in the
Invitation for Bids. **The deposit must be in the form of a certified check, cashier's
check or bank/postal money order. Do not use personal or company checks.**
All checks payable to "The State of Maryland / (insert your name)".

Bid Amount (spelled out) : _____

Enclosed bid deposit amount:\$25,000.00

If this bid becomes the Accepted Bid, the deed should name the following as grantee(s):

Indicate above the manner in which title is to be taken (e.g., husband and wife; joint
tenants; tenants in common), include addresses. Indicate marital status. Include name of
spouse if to be named as grantee. If deed is to be made to partnership, provide partnership
name. If deed is to be made to partners, provide names of partners.

Bidder Represents that (s)he operates as (check appropriate box):

- ☐ an individual_____
- ☐ an individual doing business as_____
- ☐ a partnership consisting of (include full names of all partners)_____
- ☐ a corporation incorporated in the State of_____
- ☐ a trustee or an agent with recorded power of attorney acting for_____

Signature Of Bidder: _____

Print:

Name_____Date_____

Title _____

Address _____

City/State/Zip _____

Telephone _____

If this bid becomes the Accepted Bid, as defined in the Invitation for Bids, the following signatures shall be affixed:

Signature Of the State of Maryland Indicating Acceptance of Bid:

BY:_____

Date_____

Nelson Reichart, Assistant Secretary
Department of General Services, Office of Real Estate

Approved as to form and
legal sufficiency

Approved by Board of Public Works of
the State of Maryland at a meeting held

Assistant Attorney General

Date

on the ____ day of _____, 200__.
Item No. ____-RP, DGS.

STATE OF MARYLAND BOARD OF
PUBLIC WORKS

ATTEST:

BY:_____
ROBERT L. EHRLICH, JR., Governor

Sheila C. McDonald, Esq.
Executive Secretary

BY:_____
WILLIAM DONALD SCHAEFER,
Comptroller

BY:_____
NANCY K. KOPP, Treasurer